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*Attorneys for Debtor Perseon Corporation  
and Proposed Attorneys for Debtor in Possession*

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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

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In re:

PERSEON CORPORATION,

Debtor.

Case No. 16-24435

Chapter 11

Judge R. Kimball Mosier

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**SUPPLEMENT TO AMENDMENT TO DEBTOR'S MOTION FOR ENTRY OF AN  
ORDER AUTHORIZING DEBTOR TO ASSUME DEBTOR'S MODIFIED  
EMPLOYMENT AGREEMENT WITH CLINTON E. CARNELL JR.**

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Perseon Corporation (“Perseon” or “Debtor”), by and through its counsel, files this supplement to the *Amendment to Debtor’s Motion for Entry of an Order to Assume Debtor’s Modified Employment Agreement with Clinton E. Carnell Jr.* [Docket No. 104] (the “Amendment”). As discussed in the Amendment, the Debtor’s Board of Directors held a meeting on July 18, 2016, and adopted the resolution attached hereto as **Exhibit A**.

DATED this 18<sup>th</sup> day of July, 2016.

**DORSEY & WHITNEY LLP**

/s/ Steven T. Waterman

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Michael F. Thomson

Jeffrey M. Armington

*Proposed Attorneys for Debtor Perseon Corporation*

# **EXHIBIT A**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF PERSEON CORPORATION**

**July 18, 2016**

**WHEREAS**, on November 10, 2014, BSD Medical Corporation entered into that certain Employment Agreement with Clinton E. Carnell Jr. (the "Employment Agreement");

**WHEREAS**, in February 2015, BSD Medical Corporation amended its certificate of incorporation to change its legal name to Perseon Corporation (the "Company");

**WHEREAS**, under the Employment Agreement the Company shall pay to Mr. Carnell *inter alia* an annual base salary in the amount of \$350,000 and a performance bonus in the amount of at least \$150,000 per year;

**WHEREAS**, on or about December 23, 2015, the Board of Directors (the "Board") of the Company and Mr. Carnell agreed to suspend Perseon Corporation's salary payments to Mr. Carnell that were owed under the Employment Agreement;

**WHEREAS**, on May 23, 2016 (the "Petition Date"), Perseon Corporation filed a voluntary petition under chapter 11 of the United States Bankruptcy Code, thereby commencing the bankruptcy case styled as *In re Perseon Corporation*, Case No. 16-24435 (Bankr. D. Utah) (the "Bankruptcy Case"); and

**WHEREAS**, the Board recognizes that Mr. Carnell's responsibilities are augmented by the increased responsibilities of administering the Bankruptcy Case and in light of these changed circumstances the Board has agreed to reinstate Mr. Carnell's salary under the Employment Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board hereby authorizes the Company to reinstate Mr. Carnell's salary effective as of the Petition Date and to pay the pro rata portion of Mr. Carnell's minimum annual bonus in monthly installments in periodic installments in accordance with the Company's customary payroll practices;

**RESOLVED FURTHER**, that the Company is authorized to pay Mr. Carnell's salary along with the pro rata portion of Mr. Carnell's performance bonus earned from the Petition Date through the date hereof in a lump sum payment to Mr. Carnell; and

**RESOLVED FURTHER**, that the Company is authorized to pay Mr. Carnell's salary and the pro rata portion of Mr. Carnell's performance bonus in periodic installments in accordance with the Company's customary payroll practices for the duration of the Bankruptcy Case; and

**RESOLVED FURTHER,** that the Company will later address the assumption of Mr. Carnell's employment contract as to the terms for payment of the change of control provisions.